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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

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LRM TRUCKING, INC.,

Plaintiff,

v.

BAXTER TRUCKING, LLC, and PAUL  
BAXTER,

Defendants.

**MEMORANDUM DECISION AND  
ORDER GRANTING MOTION FOR  
ENTRY OF DEFAULT JUDGMENT  
ON PLAINTIFF’S FIRST CAUSE OF  
ACTION**

Case No. 4:20-cv-00091-DN

District Judge David Nuffer  
Magistrate Judge Paul Kohler

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Plaintiff LRM Trucking, Inc. (“LRM”) filed its complaint against Defendants Baxter Trucking, LLC (“Baxter Trucking”) and Paul Baxter (“Baxter”). Defendants failed to answer and their default has been entered.<sup>1</sup> LRM now moves for default judgment on its first cause of action (breach of contract against Baxter Trucking), with judgment on the other causes of action reserved until such time as LRM is able to obtain necessary information from Defendants (the “Motion”).<sup>2</sup>

**DISCUSSION**

“The procedure for obtaining a default judgment under Fed. R. Civ. P. 55 is a two-step process: (a) entry of default by the clerk pursuant to Fed. R. Civ. P. 55(a); and (b) entry of default judgment, by the clerk when the claim is for a sum certain pursuant to Fed. R. Civ. P. 55(b)(1), and by the court in all other instances pursuant to Fed. R. Civ. P. 55(b)(2).”<sup>3</sup>

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<sup>1</sup> Order Entering the Default of Defendants, [docket no. 11](#), Oct. 21, 2020.

<sup>2</sup> Motion for Default Judgment on Plaintiff’s First Cause of Action, [docket no. 12](#), filed Nov. 24, 2020.

<sup>3</sup> DUCivR 55-1.

LRM has completed the first step—entry of default by the clerk.<sup>4</sup>

Based on the following findings of fact, LRM is entitled to entry of default judgment against Baxter Trucking on its first cause of action in the amount of \$25,300.00, plus prejudgment interest:

1. On or about July 1, 2017, LRM and Baxter Trucking entered into an Owner Operator Agreement (“Contract”) wherein LRM agreed to lease vehicles and trailers to Baxter, together with operators of the vehicles, to transport freight for Baxter Trucking in exchange for payment.<sup>5</sup>
2. LRM fully performed under the Contract by transporting freight at Baxter Trucking’s direction.<sup>6</sup>
3. Baxter Trucking breached the Contract by failing to issue any payment to LRM for transportation of freight including, but not limited to, the following loads:

Date	Origin	Destination	Amount
7/17/2019	American Canyon, CA	Las Vegas, NV	\$1,300.00
7/18/2019	Las Vegas, NV	West Jordan, UT	\$925.00
7/19/2019	Tooele, UT	Commerce City, CO	\$1,100.00
7/22/2019	Pueblo, CO	Orem, UT	\$1,350.00
7/23/2019	Salt Lake City, UT	Billings, MT	\$1,100.00
7/24/2019	Lovell, WY	Orem, UT	\$1,000.00
7/25/2019	Grantsville, UT	Laurel, MT	\$1,100.00
7/29/2019	Billings, MT	Ozark, MT	\$2,400.00
7/30/2019	Ava, MT	Marquette, MI	\$1,800.00
7/31/2019	Newberry, MI	Shelby, OH	\$1,025.00
8/1/2019	Upper Sandusky, OH	Elk River, MN	\$1,500.00
8/3/2019	Elk River, MN	Lawrence, KS	\$1,200.00
8/6/2019	Kansas City, KS	Madison, WI	\$1,000.00

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<sup>4</sup> Order Entering the Default of Defendants, [docket no. 11](#), Oct. 21, 2020.

<sup>5</sup> Declaration of Robert Marshall at ¶ 3, [docket no. 12-1](#), filed Nov. 24, 2020.

<sup>6</sup> *Id.* at ¶ 4.

8/8/2019	Reedsburg, WI	Grand Prairie, TX	\$2,000.00
8/9/2019	Waxahachie, TX	Bentonville, AR	\$900.00
8/12/2019	Fort Smith, AR	Clintonville, WI	\$1,800.00
8/13/2019	Daggett, MI	Mt. Vernon, IL	\$1,100.00
8/14/2019	Mt. Vernon, IL	Diana, GA	\$1,400.00
8/19/2019	Charlotte, SC	Kaftan, MY	\$1,300.00
<b>Total</b>			<b>\$25,300.00</b>

(collectively, the “Unpaid Freight”).<sup>7</sup>

Judgment on LRM’s other causes of action is reserved. “When an action presents more than one claim for relief . . . the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for delay.”<sup>8</sup>

There is no just reason for delay here. The amount of damages under LRM’s first cause of action is amenable to proof by documents in LRM’s possession. The amount of damages under LRM’s other causes of action, however, can only be established by information in Defendants’ possession. LRM has been unable to obtain that information because Defendants have refused to appear in this action. It would be unjust to require LRM to wait to recover on its first cause of action until it is able to get the information it needs from Defendants to obtain a default judgment on its other causes of action. Defendants should not be rewarded for their refusal to appear in this action.

Furthermore, there is no danger here of piecemeal appeals, because the factual and legal issues raised by LRM’s first cause of action are distinct from LRM’s other claims.<sup>9</sup>

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<sup>7</sup> *Id.* at ¶ 5.

<sup>8</sup> Fed.R.Civ.P. 54(b).

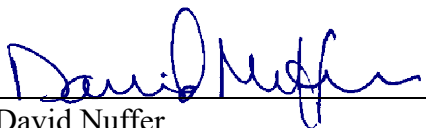
<sup>9</sup> See *Curtiss-Wright Corp. v. Gen. Elec. Co.*, 446 U.S. 1, 8 (1980) (holding that in determining whether “there is no just reason for delay,” district courts “must take into account judicial administrative interests as well as the equities involved.”)

**ORDER**

Based on the foregoing, and for good cause appearing, IT IS HEREBY ORDERED that the Motion<sup>10</sup> is GRANTED. A final default judgment against Baxter Trucking on LRM's first cause of action will be entered in the amount of \$25,300.00, plus prejudgment interest of \$3,409.13 under Utah Code Ann. §15-1-1 from the date of each invoice through November 24, 2020.

Signed December 21, 2020.

BY THE COURT



David Nuffer  
United States District Judge

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<sup>10</sup> Motion for Default Judgment on Plaintiff's First Cause of Action, [docket no. 12](#), filed Nov. 24, 2020.